

Chapter 6

REMEDIES AND SETTLEMENT AGREEMENTS

I. Scope

This section covers policy and procedures for the determination of appropriate remedies in whistleblower cases and for the effective negotiation of settlements.

II. Remedies

In cases where IOSHA is ordering monetary and other relief or recommending litigation, the investigator must carefully consider all appropriate relief needed to make the complainant whole after the retaliation.

A. Reinstatement and Front pay

Under 88.9(3) enforced by IOSHA, reinstatement of the complainant to his or her former position is the presumptive remedy in merit cases, and is a critical component of making the complainant whole. Where reinstatement is not feasible, such as where the employer has ceased doing business or there is so much hostility between the employer and the complainant that complainant's continued employment would be unbearable, front pay in lieu of reinstatement should be awarded from the date of discharge up to a reasonable amount of time for the complainant to obtain another job. Legal Staff should be consulted on front pay.

B. Back Pay

Back pay is available under 88.9(3). Back pay is computed by deducting net interim earnings from gross back pay. Gross back pay is the total taxable earnings complainant would have earned during the quarter if he or she had remained in the discharging employer's employment. Usually, the hourly wage is multiplied by the number of hours a week the complainant typically worked. If the complainant has not been reinstated, the gross pay figure should not be stated as a finite amount, but rather as x dollars per hour times x hours per week. Net interim earnings are interim earnings reduced by expenses. Interim earnings are the total taxable earnings complainant earned from interim employment (other employers). Examples of expenses are:

- Those incurred in searching for interim employment, *e.g.*, mileage at the current IRS rate per driving mile; toll and long distance telephone calls;
- Employment agency fees, other job registration fees, meals and lodging if travel away from home;
- Bridge and highway tolls;
- Moving expenses, etc.; and those incurred as a condition of accepting and retaining an interim job;
- Special tools and equipment, safety clothing, union fees, employment agency payments, mileage for any increase in commuting distance from distance travelled to the discharging employer's location, special subscriptions, mandated special training and education costs, special lodging costs, etc.

Unemployment insurance is not deducted from gross back pay. Worker's compensation is not deducted from back pay except for the portion which compensates for lost wages.

C. Compensatory Damages.

Compensatory damages may be awarded under the IOSHA whistleblower statute. Compensatory damages include, but are not limited to, out-of-pocket medical expenses resulting from the cancellation of a company health insurance policy, expenses incurred in searching for a new job (see paragraph B above), vested fund or profit-sharing losses, credit card interest and other property loss resulting from missed payments, annuity losses, compensation for mental distress due to the adverse action, and out-of-pocket costs of treatment by a mental health professional and medication related to that mental distress. Legal staff should be consulted on computing the amount of compensation for mental distress.

D. Punitive Damages.

Punitive damages should be considered whenever a management official involved in the adverse action knew about the relevant discrimination statute before the adverse action (unless the corporate employer had a clear-cut, enforced policy against retaliation). Punitive damages should also be considered when the Respondent's conduct is egregious, *e.g.* when a discharge is accompanied by previous harassment or subsequent blacklisting; when the Complainant has been discharged because of his/her association with a whistleblower; when a group of whistleblowers has been discharged; or when there has been a pattern or practice of retaliation in violation of the statute IOSH enforces.

When an investigation uncovers evidence which could lead to a

recommendation for punitive damages, the Investigator should advise the IA/IEO as soon as possible in order to alert Legal Staff of the egregious nature of the potential violation. If Legal Staff agrees that such damages may be appropriate, further development of evidence should be coordinated with Legal Staff.

When determining punitive damages, refer to *Reich v. Skyline Terrace Inc.*, 977 F. Supp. 1141 (N.D. Okl. 1997). Circumstances which make a case more or less egregious than *Skyline*, as well as inflation, should be considered.

E. Interest

Interest on back pay and other damages shall be computed by compounding daily the IRS interest rate for the underpayment of taxes. See 26 U.S.C. §6621 (the Federal short-term rate plus three percentage points). That underpayment rate can be determined for each quarter by visiting www.irs.gov and entering “Federal short-term rate” in the search expression. The press releases for the interest rates for each quarter will appear. The relevant rate is the one for underpayments (not large corporate underpayments). A definite amount should be computed for the time up to the date of calculation. The findings should state that in addition, interest at the IRS underpayment rate at 26 U.S.C. §6621, compounded daily, must be paid on monies owed after that date. Compound interest may be calculated in Microsoft Excel using the Future Value (FV) function.

- F.** Expungement of warnings, reprimands, and derogatory references resulting from the protected activity which may have been placed in the complainant’s personnel file.
- G.** Providing the complainant a neutral reference for potential employers.

III. Settlement Policy

Voluntary resolution of disputes is desirable in many whistleblower cases, and investigators are encouraged to actively assist the parties in reaching an agreement, where possible. It is IOSHA policy to seek settlement of all cases determined to be meritorious prior to referring the case for litigation. Furthermore, at any point prior to the completion of the investigation, IOSHA will make every effort to accommodate an early resolution of complaints in which both parties seek it. IOSHA should not enter into or approve settlements which do not provide fair and equitable relief for the complainant.

IV. Settlement Procedure.

A. Requirements.

Requirements for settlement agreements are:

1. The file must contain documentation of all appropriate relief at the time the case has settled and the relief obtained.
2. The settlement must contain all of the core elements of a settlement agreement (see IV.C. below).
3. To be finalized, every settlement, or in cases where the IDOL approves a private settlement, every approval letter must be signed by the appropriate IOSHA official.
4. To be finalized, every settlement must be signed by the respondent.

B. Adequacy of Settlements.

1. **Full Restitution.** Exactly what constitutes “full” restitution will vary from case to case. The appropriate remedy in each individual case must be carefully explored and documented by the investigator. One hundred percent relief should be sought during settlement negotiations wherever possible, but investigators are not required to obtain all possible relief if the complainant accepts less than full restitution in order to more quickly resolve the case. As noted above, concessions may be inevitable to accomplish a mutually acceptable and voluntary resolution of the matter. Restitution may encompass and is not necessarily limited to any or all of the following:
 - a. Reinstatement to the same or equivalent job, including restoration of seniority and benefits that the complainant would have earned but for the retaliation. If acceptable to the complainant, a respondent may offer front pay (an agreed upon cash settlement) in lieu of reinstatement. See Ch. 6 II. A. above.
 - b. “Front pay” in the context of settlement is a term referring to future wage losses, calculated from the time of discharge, and projected to an agreed-upon future date. Front pay may be used in lieu of reinstatement when one of the parties wishes to avoid reinstatement and the other agrees. See Ch. 6 II. A. above.
 - c. Wages lost due to the adverse action, offset by interim earnings. That is, any wages earned in the complainant’s attempt to mitigate his or her losses are subtracted from the full back wages (NOTE: Unemployment compensation benefits

may never be considered as an offset to back pay). See Ch. 6 II. B. above.

- d. Expungement of warnings, reprimands, or derogatory references resulting from the protected activity which have been placed in the complainant's personnel file or other records.
- e. The respondent's agreement to provide a neutral reference to potential employers of the complainant.
- f. Posting of a notice to employees stating that the respondent agreed to comply with the whistleblower statute and that the complainant has been awarded appropriate relief. Where the employer uses e-mail or a company intranet to communicate with employees, such means shall be used for posting.
- g. Compensatory damages, such as out-of-pocket medical expenses resulting from cancellation of a company insurance policy, expenses incurred in searching for another job, vested fund or profit-sharing losses, or property loss resulting from missed payments, compensation for mental distress caused by the adverse action, and out-of-pocket expenses for treatment by a mental health professional and medication related to that distress See Ch. 6 II. C.
- h. An agreed-upon lump-sum payment to be made at the time of the signing of the settlement agreement.
- i. Punitive damages may be considered. They may be awarded when a management official involved in the adverse action knew that the adverse action violated the whistleblower statute before the adverse action (unless the corporate employer had a clear-cut, enforced policy against retaliation). Punitive damages may also be considered when the respondent's conduct is egregious, *e.g.*, when a discharge is accompanied by previous harassment or subsequent blacklisting; when the complainant has been discharged because of his/her association with a whistleblower; when a group of whistleblowers has been discharged, or when there has been a pattern or practice of retaliation in violation of 88.9(3). See Ch. 6 II. D. above for more guidance, including other examples. However, coordination with the IA and Legal Staff as soon as possible is imperative when considering such action. If Legal Staff agrees that such damages may be appropriate, further development of evidence should be coordinated with the Legal Staff. (See Ch. II. D. for most of this information.)

C. The Standard IOSHA Settlement Agreement.

Whenever possible, the parties should be encouraged to utilize IOSHA's standard settlement agreement containing all of the core elements outlined below. (See sample IOSHA settlement agreement at the end of this chapter.) This will ensure that all issues within IOSHA's authority are properly addressed. The settlement must contain all of the following core elements of a settlement agreement:

1. It must be in writing.
2. It must stipulate that the employer agrees to comply with the relevant statute(s).
3. It must address the alleged retaliation.
4. It must specify the relief obtained.
5. It must address a constructive effort to alleviate any chilling effect, where applicable, such as a posting (including electronic posting, where the employer communicates with its employees electronically) or an equivalent notice.

Adherence to these core elements should not create a barrier to achieving an early resolution and adequate relief for the complainant. But according to the circumstances, concessions may sometimes be made.

All appropriate relief and damages to which the complainant is entitled must be documented in the file. If the settlement does not contain a make-whole remedy, the justification must be documented and the complainant's concurrence must be noted in the case file.

In instances where the employee does not return to the workplace, the settlement agreement should make an effort to address the chilling effect the adverse action may have on co-workers. Yet, posting of a settlement agreement, standard poster and/or notice to employees, while an important remedy, may also be an impediment to a settlement. Other efforts to address the chilling effect, such as company training, may be available and should be explored.

The investigator should try as much as possible to obtain a single payment of all monetary relief. This will ensure that complainant obtains all of the monetary relief.

The settlement should require that a certified or cashier's check, or where instalment payments are agreed to, the checks, to be made out to the complainant, but sent to IOSHA. IOSHA shall promptly note receipt of the checks, copy the check[s], and mail the check[s] to the complainant.

Much of the language of the standard agreement should generally not be altered, but certain sections may be removed to fit the circumstances of the complaint or the stage of the investigation. Those sections that can be omitted or included, with management approval include:

1. *POSTING OF NOTICE* (See sample of Notice to Employees at the end of this chapter.)
2. COMPLIANCE WITH NOTICE
3. GENERAL POSTING
4. NON-ADMISSION
5. REINSTATEMENT (*this section may be omitted if adequate front pay is offered*)
6. Respondent has offered reinstatement to the same or equivalent job, including restoration of seniority and benefits, that Complainant would have earned but for the alleged retaliation, which he has declined/accepted.
7. Reinstatement is not an issue in this case. Respondent is not offering, and Complainant is not seeking, reinstatement.
8. MONIES Respondent agrees to make Complainant whole by payment of \$ (less normal payroll deductions).

Respondent agrees to pay Complainant a lump sum of \$.
Complainant agrees to comply with applicable tax laws requiring the reporting of income. Check[s] shall be made out to the complainant, but mailed to IOSHA.

All agreements utilizing IOSHA's standard settlement agreement must be recorded in the IMIS as "Settled."

IOSHA settlements should generally not be altered beyond the options outlined above. Any changes to the standard IOSHA settlement agreement language, beyond the few options noted above, must be discussed and approved by Legal Staff. Settlement agreements must not contain provisions that prohibit the complainant from engaging in protected activity or from working for other employers in the industry to which the employer belongs. Settlement agreements must not contain provisions which prohibit IDOL's release of the agreement to the general public, except as provided in Ch. 1 section 5.

D. Settlements to which IOSHA is not a Party.

Employer-employee disputes may also be resolved between the principals themselves, to their mutual benefit, without IOSHA's participation in settlement negotiations. Because voluntary resolution of disputes is desirable in many whistleblower cases, IOSHA's policy is to defer to adequate privately negotiated settlements. However, settlements reached between the parties must be reviewed and approved to ensure that the terms of the settlement are fair, adequate, reasonable, and consistent with the purpose and intent of the whistleblower statute and the public interest (See E. below). Approval of the settlement demonstrates IDOL's consent

and achieves the consent of all three parties. Investigators should make every effort to explain this process to the parties early in the investigation to ensure they understand IOSHA's involvement in any resolution reached after a complaint has been initiated.

1. In most circumstances, issues are better addressed through an IOSHA agreement, and if the parties are amenable to signing one as well, the IOSHA settlement may incorporate the relevant (approved) parts of the two-party agreement by reference in the IOSHA agreement. This is achieved by inserting the following paragraph in the IOSHA agreement: "Respondent and Complainant have signed a separate agreement encompassing matters not within the Iowa Occupational Safety and Health Administration's (IOSHA's) authority. IOSHA's authority over that agreement is limited to the statute within its authority. Therefore, IOSHA approves and incorporates in this agreement only the terms of the other agreement pertaining to 88.9(3) under which the complaint was filed." These cases must be recorded in the IMIS as "Settled."

2. If the IDOL approves a settlement agreement, it constitutes the final order of the Labor Commissioner and may be enforced in an appropriate state district court according to the provisions of IOSHA's whistleblower statute.

3. The approval letter must include the following statement: "The Iowa Occupational Safety and Health Administration's authority over this agreement is limited to the statute it enforces. Therefore, the Iowa Occupational Safety and Health Administration only approves the terms of the agreement pertaining to 88.9(3)". These cases must be recorded in the IMIS as "Settled – Other."

A copy of the reviewed agreement must be retained in the case file and the parties should be notified that IOSHA will disclose settlement agreements in accordance with the Open Records Act, Iowa Code, Chapter 22.

4. If the parties do not submit their agreement to IOSHA or if IOSHA does not approve the agreement signed, IOSHA must deny the withdrawal, inform the parties that the investigation will proceed, and issue findings on the merits of the case. The findings must include the statement that the parties reached a settlement that was either not submitted for review by IOSHA or not approved by IOSHA.

E. Criteria by which to Review Private Settlements.

In order to ensure that settlements are fair, adequate, reasonable, and in the public interest. The investigator must carefully review un-redacted settlement agreements in light of the particular circumstances of the case.

1. IOSHA will not approve a provision that states or implies that IOSHA or IDOL is party to a confidentiality agreement.
2. IOSHA will not approve a provision that prohibits, restricts, or otherwise discourages an employee from participating in protected activity in the future. Accordingly, although a complainant may waive the right to recover future or additional benefits from actions that occurred prior to the date of the settlement agreement, a complainant cannot waive the right to file a complaint based either on those actions or on future actions of the employer. When such a provision is encountered, the parties should be asked to remove it or to replace it with the following: “Nothing in this Agreement is intended to or shall prevent or interfere with Complainant’s non-waivable right to engage in any future activities protected under the whistleblower statute administered by IOSHA.”
3. IOSHA will not approve a “gag” provision that restricts the complainant’s ability to participate in investigations or testify in proceedings relating to matters that arose during his or her employment. When such a provision is encountered, the parties should be asked to remove it or to replace it with the following: “Nothing in this Agreement is intended to or must prevent, impede or interfere with Complainant’s providing truthful testimony and information in the course of an investigation or proceeding authorized by law and conducted by a government agency.”
4. IOSHA must ensure that the complainant’s decision to settle is voluntary.
5. If the settlement agreement contains a waiver of future employment, the following factors must be considered and documented in the case file:
 - a. **The breadth of the waiver.** Does the employment waiver effectively prevent the complainant from working in his or her chosen field in the locality where he or she resides? Consideration should include whether the complainant’s skills are readily transferable to other employers or industries. Waivers that more narrowly restrict future employment, for example, to a single employer or its subsidiaries or parent company may generally be less problematic than broad restrictions such as any employers at the same worksite or any companies with which the respondent does business.

The investigator must ask the complainant, “Do you feel that, by entering in to this agreement, your ability to work in your field is restricted?” If the answer is yes, then the follow-up question must be asked, “Do you feel that the monetary payment fairly compensates you for that?” The complainant also should be asked whether he or she believes that there are any other concessions made by the employer in the settlement that, taken together with the monetary payment, fairly compensates for the waiver of employment. The case file must document the complainant’s replies and any discussion thereof.

- b. **The amount of the remuneration.** Does the complainant receive adequate consideration in exchange for the waiver of future employment?
- c. **The strength of the complainant’s case.** How strong is the complainant’s retaliation case, and what are the corresponding risks of litigation? The stronger the case and the more likely a finding of merit, the less acceptable a waiver is, unless very well remunerated. Consultation with Legal Staff may be advisable.
- d. **Complainant’s consent.** IOSHA must ensure that the complainant’s consent to the waiver is knowing and voluntary. The case file must document the complainant’s replies and any discussion thereof.

If the complainant is represented by counsel, the investigator must ask the attorney if he or she has discussed this provision with the complainant.

If the complainant is not represented, the investigator must ask the complainant if he or she understands the waiver and if he or she accepted it voluntarily. Particular attention should be paid to whether or not there is other inducement—either positive or negative—that is not specified in the agreement itself. For example, if threats were made in order to persuade the complainant to agree; or if additional monies or forgiveness of debt were promised as an additional incentive.

- e. **Other relevant factors.** Any other relevant factors in the particular case must also be considered. For example, does the employee intend to leave his or her profession, to relocate, to pursue other employment opportunities, or to retire? Has he or she already found other employment that is not affected by the waiver? In such circumstances, the employee may reasonably choose to forgo the option of reemployment in exchange for a monetary settlement.

V. Bilateral Agreements (Formerly Called Unilateral Agreements).

- A.** A *bilateral settlement* is one between the Iowa Division of Labor (IDOL), and a respondent—*without the complainant's consent*—to resolve a complaint filed under 88.9(3). It is an acceptable remedy to be used only under the following conditions:
1. The settlement is reasonable in light of the percentage of back pay and compensation for out-of-pocket damages offered, the reinstatement offered, and the merits of the case. That is, the higher the chance of prevailing in litigation, the higher the percentage of make-whole relief that should be offered. Although the desired goal is obtaining reinstatement and all of the back pay and out-of-pocket compensatory damages, the give and take of settlement negotiations may result in less than complete relief.
 2. The complainant refuses to accept the settlement offer. (The case file should fully set out the complainant's objections in the discussion of the settlement in order to have that information available when the case is reviewed by management.)
 3. If the complainant seeks punitive damages or damages for pain and suffering (apart from medical expenses); and attempts to resolve these demands fail; and the final offer from the respondent is reasonable to IOSHA.
- B.** When presenting the proposed agreement to the complainant, the investigator should explain that there are significant delays and potential risks associated with litigation and that IDOL may settle the case without the complainant's participation. This is also the time to explain that, once settled, the case cannot be appealed, as the settlement resolves the case.
- C.** All potential bilateral settlement agreements must be reviewed and approved in writing by the IA. The bilateral settlement is then signed by both the respondent and the IA. Once settled, the case is entered in IMIS as "settled."
- D.** Documentation and implementation
1. Although each agreement will, by necessity, be unique in its details, in settlements negotiated by IOSHA, the general format and wording of the standard IOSHA agreement should be used.
 2. Investigators must document in the file the rationale for the restitution obtained. If the settlement falls short of a full remedy, the justification must be explained.

3. Back pay computations must be included in the case file, with explanations of calculating methods and relevant circumstances, as necessary.
4. The interest rate used in computing a monetary settlement will be calculated using the interest rate applicable to underpayment of taxes under 26 U.S.C. 6621 and will be compounded daily. Compound interest may be calculated in Microsoft Excel using the Future Value (FV) function. See Ch. 6 II. E.
5. Any check from the employer must be sent to the complainant even if he or she did not agree with the settlement. If the complainant returns the check, IOSHA shall record this fact and return it to the employer.

VI. Enforcement of Settlements.

If an employer fails to comply with a settlement in an 88.9(3) IOSHA discrimination case, the investigator shall refer the case to Legal Staff for litigation and the complainant and respondent shall be so informed.

Sample Documents

from

Chapter Six

Settlement Agreement Cover Letter	6 - 14
Settlement Agreement	6 – 15, 16
Notice to Employees	6 - 17

Sample Settlement Agreement Cover Letter

Date

Name

Address

RE:

Dear:

The Iowa Division of Labor has completed its investigation of the complaint of _____, a former employee, who alleged that _____ discriminated against _____ in violation of Iowa Code 88.9(3). As set forth in the attached findings, it has been determined that there is reasonable cause to believe that the complaint has merit. Consequently, the enclosed documents require that you offer _____ reinstatement to his/her former position and pay immediately/ compensate him/her with back pay and all monies lost due to the action taken and expunge from _____ personnel records any adverse references to his/her discharge or any protected activity.

By separate letter this date, _____ will be informed of this determination.

Please contact me within five (5) days from receipt of this letter to set an appointment to discuss this matter. If I do not hear from you, this case will be turned over to our Legal Department with a recommendation to pursue the matter further.

Sincerely;

Investigator's Name

Discrimination Investigator

Telephone Number

E-mail Address

Enclosure

Copy: Case File

Sample Settlement Agreement

IOWA DIVISION OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
88.9 DISCRIMINATION AGAINST EMPLOYEES

SETTLEMENT AGREEMENT

In the Matter of:

Case File No.

The undersigned Respondent and the undersigned Complainant, in Settlement of the above captioned matter, HEREBY AGREE AS FOLLOWS:

Compliance with Act. Respondent agrees not to interfere with, restrain, coerce, discharge or in any manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceedings under or related to 88.9 of the Iowa Code, or has testified or is about to testify in any such proceedings, or because of the exercise by such employee on behalf of himself, or others of any right afforded by this Act.

Compliance with Notice. Respondent will comply with all terms and provisions of said notice.

Monies. Respondent agrees to make the Complainant whole by payment of \$ (less normal payroll deductions) for the period of through . The lost wages are based on the Complainant wage of \$ per hour.

Reinstatement. Reinstatement is not an issue in this case. Respondent is not offering, and Complainant is not seeking, reinstatement.

Personnel record. Respondent will purge Complainant's personnel record of any disciplinary action taken as a result of this complaint. Respondent agrees to remove from the Company records all information concerning the Complainant filing safety related complaints with management personnel, any local, state or federal agency and is not to report such information to any other employer concerning Complainant's employment record.

Inquiries Concerning Complainant. Should any third parties, including prospective employers, inquire as to the employment of Complainant with the Respondent, Respondent agrees to refrain from any mention of Complainant's protected activity. Respondent agrees that nothing will be said or conveyed to any third party that could be construed as damaging the nature, character, or employment of Complainant.

Performance. Performance by both parties with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved and signed by the Iowa Division of Labor.

Non-Admission. Respondent's signing of this Agreement in no way constitutes an admission of a violation of any law or regulation under the jurisdiction of the Iowa Division of Labor/Occupational Safety and Health Administration. Nothing in this agreement may be used against either party except for the enforcement of its terms and provisions.

Closure of Complaint. Complainant agrees that acceptance of this agreement constitutes settlement in full of any and all claims against _____ arising out of Complainant's complaint filed with the Iowa Division of Labor/Occupational Safety and Health Administration on _____, and will cause the complaint to be closed by the Iowa Division of Labor.

This Agreement has been obtained and entered into without duress and in the best interest of all parties.

RESPONDENT

CLAIMANT

SIGNATURE/TITLE/DATE

SIGNATURE AND DATE

Investigator's Name/ DATE
Investigator

IOSHA Administrator's Name/ DATE
IOSH Administrator

Sample Notice of Settlement for Discrimination

**NOTICE OF SETTLEMENT FOR DISCRIMINATION
UNDER IOWA CODE 88.9(3) OF THE IOWA
OCCUPATIONAL SAFETY & HEALTH ACT**

**THE EMPLOYER AGREES THAT IT WILL NOT DISCHARGE OR
IN ANY MANNER DISCRIMINATE AGAINST ANY EMPLOYEE
BECAUSE SUCH EMPLOYEE HAS FILED ANY COMPLAINT OR
INSTITUTED OR CAUSED TO BE INSTITUTED ANY
PROCEEDING UNDER OR RELATED TO THE IOWA
OCCUPATIONAL SAFETY & HEALTH ACT OR HAS TESTIFIED
OR IS ABOUT TO TESTIFY IN ANY SUCH PROCEEDING OR
WITH ANY OTHER AGENCY BECAUSE OF THE EXERCISE BY
SUCH EMPLOYEE ON BEHALF OF HIMSELF OR OTHERS OF
ANY RIGHT AFFORDED BY THIS ACT.**

**THE EMPLOYER AGREES TO MAKE WHOLE FOR ALL
MONIES LOST, ANY AND ALL LOSSES INCURRED BY THE
EMPLOYEE, _____, AS A CONSEQUENCE OF
ENGAGING IN THE ABOVE PROTECTED ACTIVITIES.**

**THE EMPLOYER AGREES THAT IT WILL NOT ADVISE,
INTIMIDATE OR THREATEN EMPLOYEES AGAINST
EXERCISING RIGHTS GUARANTEED UNDER THE IOWA
OCCUPATIONAL SAFETY & HEALTH ACT, SUCH AS
CONTACTING, SPEAKING WITH, OR COOPERATING WITH
IOSHA OFFICIALS EITHER DURING THE CONDUCT OF A
SAFETY/HEALTH INSPECTION OF THE EMPLOYER'S
FACILITIES OR IN THE COURSE OF AN INVESTIGATION.**

Signature of Respondent Agent/Date

Organization